

Suzanne Henderson

AMENDMENT OF OIL, GAS AND MINERAL LEASE

State of Texas)
) SS:
County of Tarrant)

We, the undersigned, being the Authorized Representatives of CROSSROADS CHRISTIAN CHURCH, a Texas charitable corporation, whose address is 6450 South Highway 360, Grand Prairie, Texas 75052, do hereby agree to amend the hereinafter described Oil and Gas Lease as to and only as to the portions described herein.

That on the 14th day of April, 2006, a certain oil, gas and mineral lease was executed by Barry Cameron, Senior Minister and Mel Dietz, Administrator for CROSSROADS CHRISTIAN CHURCH, A Texas charitable corporation (Lessor), to CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP (Lessee) said oil and gas lease now being owned by Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company;

Said oil, gas and mineral lease covering:

Lot 1R & Lot 2, Christian Acres II, an addition to the City of Grand Prairie, Texas, according to the Final Plat, Cabinet A, Page 10607, dated October 10, 2005, being a replat of Christian Acres II, Cabinet A, Page 8194 and Lot 1 & 2, Block 1, Fry Estates, Volume 888-183, Page 39, Plat records of Tarrant County, Texas. Being all of Crossroads Christian Church property described in Deeds recorded in Volume 16497, Page 346, Volume 16396, Page 376, and Volume 16611, Page 313, deed records Tarrant County, Texas

Now therefore, the undersigned, being the Authorized Representatives of CROSSROADS CHRISTIAN CHURCH, a Texas charitable corporation, does hereby amend the herein referred Oil and Gas Lease by the deletion of the following:

The last sentence of Section 12(A) which reads as follows " Lessee may use the drillsites for more than one well but, except as provided in Section 12(d) below, all wells drilled from the drillsites must be bottomed exclusively on the Leased Premises."

The portion of the first sentence of Section 12(d) which reads as follows " After Lessee has drilled a minimum of two (2) wells that are bottomed entirely on the Leased Premises (or at such earlier time as Lessor may agree in writing)".

And to insert the following as Section 22, and in the event of any conflict in terms contained in said Oil and Gas Lease the following section shall prevail.

"22. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 160 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means

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a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests."

In addition both parties agree, Exhibit 'A' attached hereto and made a part hereof, to be the proposed development plan which indicates the acreage owned by the CROSSROADS CHRISTIAN CHURCH which will be included in said units and this acreage shall not be substantially reduced in any unit without the written consent of the CROSSROADS CHRISTIAN CHURCH.

Also, Lessee agrees to use horizontal tanks on the drill site and to use landscaping trees and shrubs in addition to the solid fencing required in Section 15 of said lease, to more fully screen the production location following the completion of all drilling activities on said drill site.

In all other respects the herein referred to Oil, Gas and Mineral Lease remains the same and in full force and effect.

Signed this 13th day of March, 2008.

CROSSROADS CHRISTIAN CHURCH

By: 

Name: Barry Cameron

Title: Senior Minister

By: 

Name: Mel Dietz

Title: Administrator

Chesapeake Exploration, L.L.C., an Oklahoma
Limited liability company

By: 

Henry J. Hood

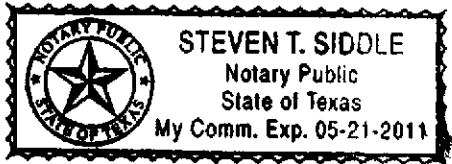
Senior Vice President - Land and Legal &
General Counsel




ACKNOWLEDGMENTS

State of Texas)
) SS.
County of Tarrant)

This instrument was acknowledged before me on the 13th of March, 2008 by Barry Cameron, Senior Minister and Mel Dietz, Administrator the Authorized Representatives of CROSSROADS CHRISTIAN CHURCH, a Texas charitable corporation, on behalf of said charitable corporation.





Notary Public, State of Texas
05-21-2011
Commission Expires:

State of Oklahoma)
) SS.
County of Oklahoma)

Before me personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., who is known to me to be the person whose name is subscribed to foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed, and in that capacity therein stated. Given under my hand and seal of office this 20th day of March, 2008.

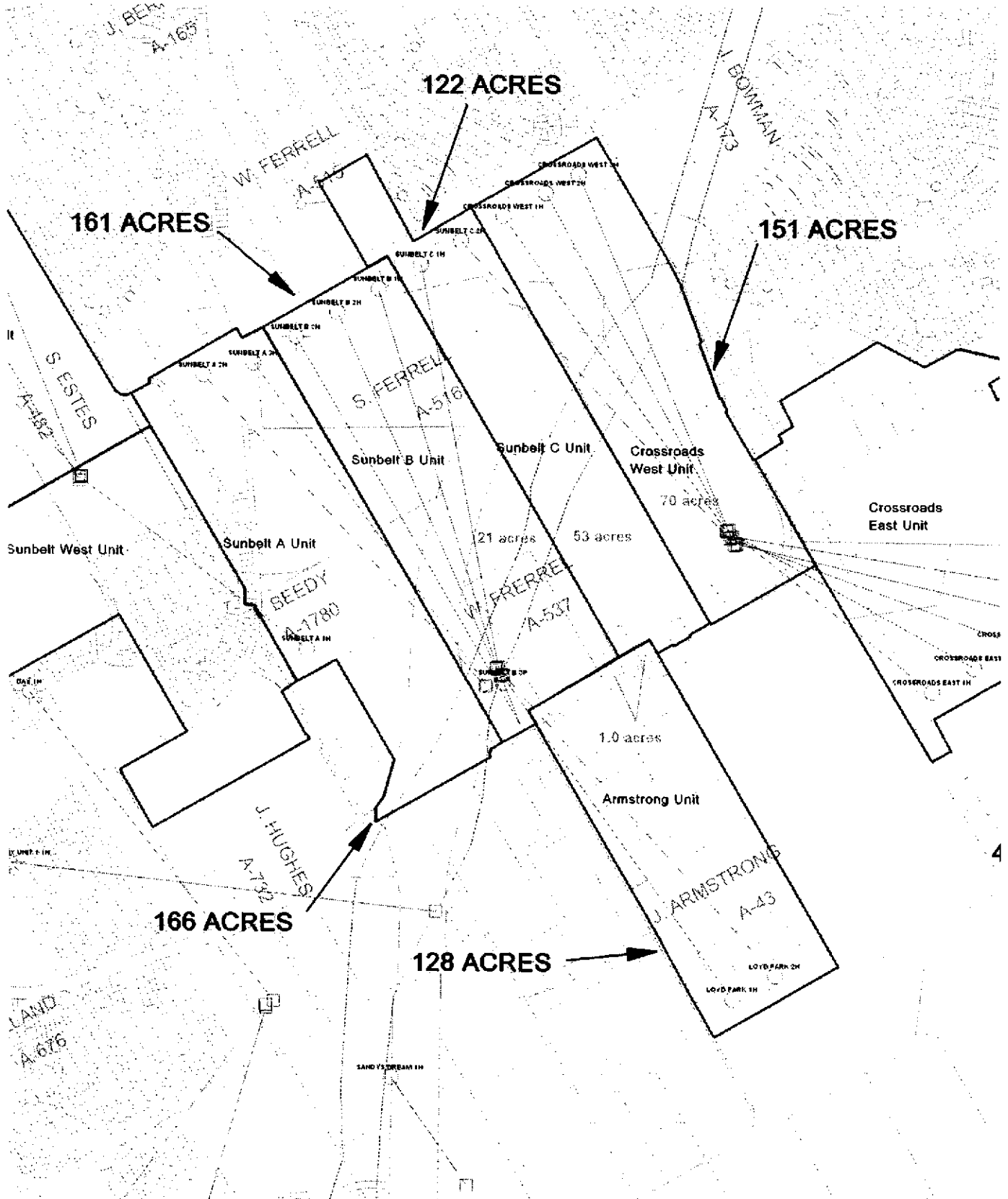
(Seal)






Notary Public, State of Oklahoma

EXHIBIT 'A'



800 0 800 1600 2400 ft

	CHESAPEAKE OPERATING, INC.
CROSSROADS CHURCH Tarrant County, TX Acreage Allocation to Proposed Units	
Date: 11 January, 2008	Geologist: Alan Jackson

Record & Return to:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154